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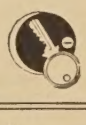

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Current Topics.

The Title "Right Honourable."

AMONG dignified designations to which Englishmen may aspire that of being addressed as "Right Honourable" is one of the most coveted. By letters patent granted by JAMES I, Privy Councillors are entitled to be so styled and to have precedence with Knights of the Garter and of St. Patrick next after the elder sons of Barons. Persons holding certain offices are invariably sworn of the Privy Council and thus become "Right Honourable"; among these being all Cabinet Ministers, while in the law the Lords Justices are similarly entitled to the designation as Privy Councillors, and, occasionally, the honour is also bestowed upon a puisne judge as it was on the late Mr. Justice KEKEWICH and upon the present Mr. Justice AVORY. But apart from political and judicial dignitaries entitled to be addressed as being members of the Privy Council, there are others who, though not sworn of that august body, are nevertheless by old custom or by express grant entitled to the distinction. Among these are the Lord Mayor of London, the Lord Mayor of York and the Lord Provost of Edinburgh, who from time immemorial have been accorded this privilege, and the Lord Mayor of Belfast, upon whom it has been conferred in more recent times. To this list of heads of favoured municipalities one or two additions have been made, and now, to mark the occasion of his Silver Jubilee, His Majesty has declared that "henceforth the Chairman of the London County Council, during his term of office, shall bear the title 'Right Honourable.'" This is a gracious recognition of the important place which the London County Council holds in the sphere of local government, of its extensive jurisdiction, and the vast powers which it wields. It was thus fitting that its chairman should be collocated with the heads of the other great local authorities of the country by having conferred upon him this mark of distinction.

The Lord Chancellor on Legal Reform.

IN the course of a speech at the annual dinner to meet His Majesty's judges, given last Tuesday at the Mansion House by the Lord Mayor and Lady Mayoress, the Lord Chancellor indicated that he preferred to steer a middle course between "those who desire to proceed too fast with legal reforms and those who do not desire to move at all." Changes were inevitable, and even lawyers, like other people, must accommodate themselves to changes. After all, it was a lawyer's wish and ambition to be a servant of the public. Lord SANKEY, whose speech was reported in *The Times* of 5th June, referred to such matters as came within the purview of the Law Revision Committee under the chairmanship of Lord HANWORTH, and others—such as the circuit system, a retiring age for judges, county court jurisdiction—being considered by the Royal Commission over which Lord PEEL is presiding. The Lord Chancellor expressed the hope that, when the Commission makes recommendations, Parliament will not let them be passed over and forgotten. As for the Law Revision Committee's recommendations: "It was only last week [we quote from the report] that a Bill was introduced in the House of Lords to ask for the adoption of two reports of theirs under which married women had greater powers with regard to their property and husbands were to be no longer responsible for the torts committed by their wives." Many useful reforms had, it was said, been achieved during the last two or three years, with the result that the lists were far more up to date than had been the case. That was a matter upon which the Lord Chief Justice was to be congratulated. The Lord Chancellor expressed the hope that the expense of litigation had been to some degree lightened, and referred to the judges' recommendation that the Long Vacation should this year be shortened by a week. The state of the lists did not render a further curtailment necessary. In moving the Second Reading of the Law Reform (Miscellaneous Provisions) Bill in the House of Lords last Wednesday, the learned Lord Chancellor intimated that he agreed with the Law Revision Committee in thinking that the day has now come when a married woman should alone answer her own liabilities, whether in contract or tort, as if she were not married. It was explained that the part of the Bill relating to torts is not intended to deal with the payment of income tax. Non-payment of income tax was not a question of tort in the ordinary sense in which the word was used as a wrong-doing. The question whether a married woman should pay her own income tax was not one upon which Lord SANKEY pronounced an opinion. No doubt, he said, the Chancellor of the Exchequer would again consider it, but the Bill did not touch the question and was not meant to touch it. The Lord Chancellor looked to the Law Revision Committee as to a body by which the law would be gradually very much reformed with little friction and to the great advantage of the public.

The Welsh Circuits.

WITNESSES before the Royal Commission on the Dispatch of Business at Common Law last Friday week dealt with questions relating to the modification of Welsh circuit arrangements and once again suggested the undesirability, from the view-point of local opinion, of withdrawing existing facilities. Speaking of the North Wales Circuit, exclusive of Chester, Mr. RALPH SUTTON, K.C., intimated that, in regard to civil

work, the civil assizes in Flint and Montgomery might be abolished and the work taken elsewhere but there was no feasible way of getting rid of a civil assize in Merioneth. The difficulty in the way of any radical change in the administration of criminal work was thought to be considerable. "The willingness to co-operate on the part of all the inhabitants in the administration of justice," Mr. SUTTON said, "is still of the utmost importance, and the fact must be faced that if it were decided that certain counties should for the future not be visited by a judge of the High Court, no matter what kind of case had arisen in the county, that willingness to co-operate would be impaired." It was thought that nothing would be gained by an amalgamation of the two circuits, nor would any substantial change in the conduct of business result therefrom. The Recorder of Cardiff, Mr. R. E. L. VAUGHAN WILLIAMS, K.C., urged that the visits of the circuit judges to the various counties were held to be of great importance and that the county feeling was very strong in the matter. The people in South Wales were well satisfied with the existing circuit arrangements except as to trials held outside their own county. Alluding to proposed changes, the learned Recorder said that these did not emanate from South Wales and suggested that, if changes were needed, it was not there but in London that they were required—e.g., by the provision of more judges if there were arrears. It was decided that a sufficient case had not been made out, either on the ground of economy or on any other ground of public advantage, to justify changes in the present assize arrangements in their main outline. "Above all," Mr. VAUGHAN WILLIAMS said, "a change in the practice of bringing justice to the door of the citizen in his own county would be strongly resented, not only by the counties concerned individually, but by the Welsh people as a whole."

The London Court of Arbitration.

REFERENCES to the existing machinery for arbitration as exemplified in the Arbitration Act, 1889, and the amending Act of 1934 were made towards the end of last week when the LORD MAYOR and the LADY MAYORESS entertained at the Mansion House the members of the London Court of Arbitration. In the course of a speech reported in *The Times*, the LORD MAYOR said that the Corporation and the London Chamber of Commerce had been equally interested in the formation of the Court, and he referred to the support which the latter had always given to commercial arbitration as an efficient and economical method of settling disputes. The value of the London Court of Arbitration to the commercial world might, the LORD MAYOR said, be gauged by the fact that applications for the settlement of trade disputes had been made from all parts of the world. Mr. A. S. JUNIPER (Chairman of the Court) stated that the trading associations and institutions of the country were mainly organised to deal with matters of arbitration by members of their own bodies and indicated that the essential value of the London Court of Arbitration consisted of its readiness to render service to those (whether members of an association or not) engaged in commerce and various industries which had no trade associations. The hope was expressed that the legal sanction provided by the Acts of 1889 and 1934 read co-jointly would be sufficient to meet all demands for many years to come. Sir STEPHEN DEMETRIADI emphasised the importance of an inexpensive and speedy method of adjusting commercial disputes when, as at present, conditions were in a state of flux owing to the international situation.

Owner Occupiers and the Housing Bill.

DURING its passage through the remaining stages in the House of Commons a week ago last Wednesday, an important amendment was incorporated into the section of the Housing Bill which empowers the Minister of Health to give directions for the making of a payment by a local authority in respect of a house subject to a compulsory order as unfit for human habitation or to a clearance order on the ground that, notwithstanding its sanitary defects, it has been well maintained. Such payment is to be "of an amount equal either (*a*) to the amount by which the aggregate expenditure which is shown to the satisfaction of the local authority to have been incurred in maintaining the house during five years immediately before the date on which the order was made exceeds an amount equal to one and one-quarter times the rateable value of the house; or (*b*) to one and a half times the rateable value of the house; whichever is the greater." The additional words of the amendment are: "Or if the house is occupied by an owner thereof and has been owned and occupied by him or by a member of his family continuously during the three years immediately before the date on which the order is confirmed, three times.". The Minister of Health said that he had put down the amendment to fulfil an undertaking given to the House on the Report stage to reconsider the question of compensation to be paid to the owner-occupier in the circumstances indicated, and he referred to the strongly expressed opinion that the owner-occupier deserved particular consideration because his interests were so vitally affected by slum clearance schemes, and because, if the owner was living in an unfit house, he suffered himself and was not making a profit out of letting the house to tenants. The period of three years has been fixed to rule out a possible abuse of the provision by fictitious transfers from owners to tenants. The reference to a member of the owner's family is intended to provide for cases where there has been a succession of occupation by the same family on the death of a former owner.

The Life Peers Bill.

LORD ROCKLEY, in the course of a question directed to the Secretary of State for War, recently stated that all the stages of the Life Peers Bill could be got through with comparative ease in their Lordships' House, but it would not seem worth while to move it through those stages unless he (Lord ROCKLEY) was sure it would receive favourable consideration in the House of Commons. Lord HAILSHAM, who, by no means, assented to the first part of the foregoing statement, said that he would be taking a step never before taken by any Government in any Parliament if he were to give any sort of pledge in regard to what course the leaders of the House of Commons might take in relation to business there. Lord ROCKLEY thereupon intimated that he would not proceed further with the Bill.

Recent Decisions.

IN *Campbell* v. *Hennessy* (*The Times*, 30th May), it was held that premises which the defendant had agreed to take furnished were not so infested with beetles as to justify repudiation of the contract. HILBERY, J., referred to the warranty in regard to furnished premises and to the fact that the burden of showing that the premises were not reasonably fit for habitation lay on the person seeking repudiation. A peculiar distaste for blackbeetles, which he (his lordship) might share, could not be taken into account. The question was: were they in the premises to an extent which was greater than the tenant could fairly be expected to grapple with or to endure?

In dismissing an appeal from a conviction of attempted murder, in *Rex* v. *Russell* (*The Times*, 30th May), the Court of Criminal Appeal considered the admissibility of statements made at an interview in the prisoner's presence charging him with the offence. The ordinary rule, that the evidence of such statements—not made on oath—is only admissible to enable a jury to examine and draw a proper inference from the prisoner's demeanour when the charge was made, was applied. The discretion of a judge to rule out such evidence in proper cases, in view of its possibly small evidential value and its possibly great effect on the minds of the jury, is dealt with by Lord MOULTON in *Rex* v. *Christie* [1914] A.C. 545, 560. Cases must, of course, depend on their own circumstances. In *Rex* v. *Russell* the prisoner himself admitted that the statement had been made.

Sunday Trading.

THE well-known prohibition in the Sunday Observance Act, 1677, preventing any "tradesman, artificer, workman, labourer, or other person whatever" from doing or exercising any worldly labour, business or work of their ordinary calling upon the Lord's Day or any part thereof" still requires enforcement from time to time, in spite of the popularity of the modern "continental" Sunday.

The prohibition was no doubt originally intended to be as comprehensive as possible, but in the course of centuries several loopholes have been discovered. For example, Mansfield, C.J., held in one case (*Drury* v. *Defontaine* (1808), 1 Taunt. 131) that the sale of a horse by private contract by a man whose calling was that of a horse auctioneer, was not a sale within the Sunday Observance Act, 1677. A similar decision was reached with regard to a solicitor who agreed on Sunday to be personally responsible for a debt owing to his client—*Peate* v. *Dickens* (1834), 3 Dowl 171, and also with regard to a farmer receiving a mare on Sunday to be covered by a stallion: *Scarfe* v. *Morgan* (1838), 4 M. & W. 270.

A recent decision of the Divisional Court on the meaning of the word "tradesman" in the Act is of considerable interest in this connection (*Lee* v. *Craven*, 79 SOL. J. 288). The appellant in that case had been convicted by the justices at Hull of an offence against the section of the Sunday Observance Act, 1677, quoted above, and was fined 5s. The facts shortly were that he was the manager of a lending library business, and evidence was available that on two separate occasions on a particular Sunday persons borrowed books and paid money to a girl at a desk on the premises where the business was carried on. The appellant relied on *Palmer* v. *Snow* [1900] 1 Q.B. 725, in which it was held that a barber who shaves customers for gain on Sunday "is not a tradesman, because he does not carry on a trade in the usual sense; nor is he a workman or labourer, because he is not in employment; nor is he within the concluding words ('or other person whatsoever') because the *ejusdem generis* principle applies to those words" (per Bucknill, J., in *Palmer* v. *Snow* [1900] 1 Q.B. 725, at p. 728). Channell, J., in that case held that the word "tradesman" meant to denote "a person carrying on a trade—buying and selling—and a barber does not come within that description."

For the respondent it was argued that the appellant was a tradesman, as the essence of being a tradesman was trafficking in goods, which included hiring as well as buying and selling. The Divisional Court held that there was no evidence on which the justices could come to the conclusion that the appellant was a tradesman within the meaning of the Act in the sense in which Mr. Justice Avory used the word in *Hankey* v. *Stirling* [1918] 1 K.B. 63, at p. 68, namely, that he was "a person who was trafficking in goods."

In that case the appellant, who had been convicted under the Act, carried on the business of amusement caterer on Sundays at premises where he received payment from members of the public who played such games as rings, hoop-la and darts, and used a shooting gallery on his premises, all the appliances and ammunition being supplied by the appellant, who also gave prizes. It appears from the judgment of Mr. Justice Darling (as he then was) in that case that he held that the test of whether a person was a tradesman within the Act was whether he actually sold any of his goods, but Mr. Justice Avory's judgment simply stated that it was sufficient to dispose of the case to say that there was evidence on which the magistrate could find that the appellant was a "tradesman" within the meaning of the Act in the sense that he was trafficking in goods.

The decision in *Lee* v. *Craven*, *supra*, is eminently sensible, but it might well be argued that "trading" is confined to buying and selling, and does not include every service, however closely related it might be. There are numerous *dicta* to that effect in the cases. "Trade," said Willes, J., in *Harris* v. *Amery* (1865), L.R. 1 C.P. 148, "has the technical meaning of buying and selling" (see also Lord Denman, C.J., to the same effect in *Doe d. Wetherell* v. *Bird* (1834), 2 Ad. & Ell. 161, and per Channell, J., in *Palmer* v. *Snow*, *supra*. It is true that for the purposes of particular Acts a wider signification has sometimes been given to the word "trade," e.g., in the Income Tax Acts (*Grainger* v. *Gough* [1895] 1 Q.B. 71). In the Bankruptcy Acts it was originally intended to apply only to persons who either bought or sold "but even then we find from time to time the words used in a much wider sense," per Pollock, B., in *Chartered Mercantile Bank of India, London and China* v. *Wilson* (1877), 3 Ex. D. 108. For that reason the decision of the Divisional Court is of the highest importance in that it clearly gives a wider meaning to the word "trade" than was hitherto considered available, apart from the dictum of Avory, J., quoted above.

One further matter is of importance to the general public in this connection. It would seem to be quite clear that in the majority of cases members of the public who patronise premises open for trading on Sundays will be guilty of aiding and abetting an infringement of the law. In *Fairburn* v. *Evans* [1916] 1 K.B. 219, a member of the public who bought sweets from a refreshment-house keeper on Sunday was held to have been rightly convicted of aiding and abetting a contravention of the Act of 1677, because he knew that the refreshment-house keeper was exercising his ordinary calling on Sunday and he procured him to do an unlawful act.

Fortunately for the public, "the Legislature has recognised by the Sunday Observance Prosecution Act, 1871, that prosecutions under the original Act are seldom undertaken, and now they can only be undertaken on the express consent of the chief officer of police or of a magistrate"—per Avory, J., in *London County Council* v. *Gainsborough* [1923] 2 K.B. 301, at p. 308.

English Wills and Foreign Assets.

THE difficulties which may arise in the administration of the estate of a testator domiciled in England, but disposing by will of foreign as well as English assets, liable in part to two sets of death duties, were illustrated in the case of *In re Eighmie: Colbourne* v. *Wilks* (1935), 51 T.L.R. 404, which recently came before Eve, J., on a petition for payment of moneys out of court, a procedure which is usually quite formal, and rarely gives rise to any questions of law.

The testatrix here was the widow of an American citizen who had become domiciled in England, and when she died in 1925 she appeared to have left a considerable fortune, about £25,000 in Britain and three times that amount in the United States. But the great American depression which supervened in 1929, had a disastrous effect on the dollar securities, so that a specific legacy of American shares settled on English beneficiaries had by 1933 fallen in value much below the legacy duty claimed upon it, with results which led to an interesting argument and a novel decision on the construction of a taxing statute. The first question decided, however, was one of charity law. The testatrix gave $10,000 or its equivalent in sterling at the current rate of exchange to the Vicar and Churchwardens of Chiswick to keep the burial ground and the monument therein to her husband in good repair and for the maintenance of the church and its decorations. The monument was in Chiswick Cemetery, adjoining without visible boundary the old churchyard which had long been closed for burials. Eve, J., on the authority of *Re Manser* [1905] 1 Ch. 68, and *Re Vaughan*, 33 Ch. D. 187, held it was a valid charitable bequest payable as to one-half to the Vicar and Churchwardens for the benefit of the church, and as to the other half to the local borough council as owners and managers of the cemetery. The next point that arose was, assuming the

bequest to be good, at what date was the current rate of exchange to be ascertained, and it was contended that the principle applicable was that in *Re Chesterman's Trusts* [1923] 2 Ch. 466, where there was a fund in court and the date for conversion from German marks into sterling was held to be the date of the Master's certificate, and therefore that the rate of exchange must be that prevailing when the legacy was actually paid in full. Eve, J., held, however, that equality between legatees could only be produced by fixing the same date, viz., the first anniversary of the testatrix's death, for ascertaining their values. The point was discussed at some length in *Cockerell* v. *Barber* (1810), 16 Ves. 461, but without any decision on it being reached, and is also dealt with in *Manners* v. *Pearson & Sons* [1898] 1 Ch. 581, a case on a contract.

The last point decided naturally arose from the effect of the depression in the United States. Legacy duty on the settled legacy of American securities was originally claimed at over £5,000, and after negotiations with the English executor an amended assessment of £3,330 was made. The American executor refused to accept this or to sell any stocks to meet it, observing that the British Government had had quite enough duty on the estate already, and in the meantime the value became a kind of vanishing fraction. Eventually the Inland Revenue offered to compromise their claim for £2,000, and the English executor asked that this payment for legacy duty should be deducted from the funds in court which represented the residue of the English estate. It was strenuously contended that the court, where it had funds under its control in an administration action could protect the Revenue by making an order for payment of the duty out of those funds, if the foreign executor had failed to do so, and that this was the literal effect of the wide language used in s. 53 of the Succession Duty Act, 1853. The residuary legatee argued that there could be no charge for legacy duty on any property other than the legacy itself, and that while the executor and the specific legatee were both personally liable to the Crown, the residuary legatee could not possibly be so liable. Eve, J., held that this argument was unanswerable, and that the true interpretation of s. 53 was, as stated in "Halsbury's Laws of England," vol. 13, para. 367, that as against the legatee personally unpaid legacy duty might be ordered to be paid out of any other property to which he was entitled, and which was under the control of the court.

The Provision of Ice-breakers.

THE extent of the charterer's liability, in clearing a passage for the ship through ice, was recently considered in *Danneberg* v. *White Sea Timber Trust Limited* (1935), 79 SOL. J. 382. By a charterparty dated the 14th November 1933, a steamer was chartered to go to Leningrad, and there load a cargo of timber for Antwerp. She was delayed each way, by reason of ice, and her owners claimed damages, owing to the failure of the charterers to provide ice-breakers. In the subsequent arbitration, the umpire held that there was an unqualified undertaking to arrange for the provision, by the port authority, of ice-breaker assistance, which must be continuous and not casual or intermittent. An award of damages was therefore made, subject to two questions, reserved for the opinion of the court, as to the obligations of the charterers. The latter contended that the obligation to provide effective and continuous assistance, which had been laid upon charterers by certain decisions in 1932 and 1933, had been modified by a new ice-clause in the charterparty. The present obligation was to arrange for the provision of ice-breaker assistance by the port authority, and the charterers were only required to ask for such assistance as would normally be provided. They were therefore not responsible for what the port authority might or might not do, and their exemption from liability was not confined to such loss as might occur while ice-breaker assistance was actually being provided. Mr. Justice Branson held that the phrase "arrange for the provision of" ice-breaker assistance was no different from the undertaking to "provide" such assistance, as construed in previous cases. The charterers were not relieved from liability, whether ice-breakers were provided or not, as the exceptions clause only protected them from liability for damage, during such time as the primary duty, viz., the provision of ice-breakers, was being carried out. The award in favour of the shipowners was therefore upheld.

The defence that the ice-breakers were not under the control of the charterers had previously failed in *Ugleexport Charkow* v. *Owners of s.s. Anastassia* (1934), 78 SOL. J. 297. The "Anastassia" was a Greek steamer, but her owners and the Russian appellants had used an English form of charterparty to send her from the Piræus to Mariupol for coal. Having reached the edge of the ice on the 30th January 1931, the vessel only had ice-breaker assistance intermittently, so that she did not reach Mariupol until the 4th March 1931. Her owners therefore claimed 22½ days' demurrage at £25 a day, but the charterers contended that they had fulfilled their obligations when, by their procurement, the ice-breakers arrived at the "Anastassia" at the edge of the ice, whereupon the charterers were under no further liability. The arbitrator rejected this contention and decided in favour of the shipowners, and his award was upheld by the present Lord Justice Roche, by the Court of Appeal, and by the House of Lords. Lord Wright there pointed out that the contract was not to supply an ice-breaker, leaving it to that vessel (when supplied) to give or withhold the appropriate help. The language was express, i.e., to provide ice-breaker assistance, so as to enable the ship to enter or leave the port of loading. A failure to supply such assistance could not be justified on the pretext that the charterers had not the ice-breakers under their control, and could not get them supplied by those who did control them.

Liability for damage to a ship, through being crushed in ice, was considered in *Russian Wood Agency Ltd.* v. *Dampskibsselskabet "Heimdal"* (1934), 78 SOL. J. 297. The Danish Steamer "Asko," having been chartered to take timber to Hull from Leningrad, was ready to leave on the 31st December 1930. The ice-breaker "Oktober" came to her on that day, when time began to run, but the "Asko" only had nine or ten hours' assistance until the 6th January 1931, when she reached Kronstadt Roads. Having lain there until the 9th January, the "Asko" was then formed into a convoy, which reached the open sea on the 12th January. The "Asko's" hull was afterwards found to have suffered damage, owing to the absence of ice-breakers from the 9th to the 12th January, and the umpire held that her owners were entitled to an award, by reason of a breach of the charterparty. The charterers appealed on the ground that, under the ice clause, they only had to provide ice-breakers which would do their best, and the onus was upon the shipowners to prove that the ice-breakers had not done so. The charterers further contended that, as Leningrad was 12 miles from Kronstadt, their liability ceased at the latter place, and did not cover the remaining 60 or 70 miles to the open sea. Mr. Justice Roche (as he then was) rejected these arguments, and his decision was affirmed by the Court of Appeal and the House of Lords. Lord Wright pointed out that the ice clause would be of no use, if it restricted the liability to the limits of the port, as the ship would then have to wait for the ice to melt in the spring. The express obligation was to provide ice-breaker assistance for the individual ship, and the convoy system was only justifiable so far as it could be reconciled with the paramount duty to provide for the safety and despatch of the chartered ship. The presence of too few ice-breakers, or too many ships in the convoy, was therefore no excuse for the inadequacy of the ice-breaker assistance, even if this was beyond the control of the charterers.

Company Law and Practice.

The Summoning of Directors' Meetings.

It will be remembered that cl. 81 of Table A deals with the proceedings of directors, and it provides that they may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit; that questions arising thereat are to be decided by a majority of votes, the chairman being given a second or casting vote, in the event of an equality; and that a director may, while the secretary on the requisition of a director must, summon a meeting of the directors. But on the questions of the length and contents of the notice which summons such a meeting, and on other and similar matters the clause is silent, and we can derive no assistance on these points from any of the other contents of Table A. It is, therefore, my intention to consider shortly some of the relevant cases, of which there are several.

The first of our cases is *The Halifax Sugar Refining Company Limited* v. *Franklyn*, 59 L.J. (Ch.) 591, where, at p. 593, Stirling, J., said: "... undoubtedly, it is clear law—and I desire in no way to infringe on it—that as a general rule every director who is within reach ought to have notice of every board meeting of the company." By the company's articles, it was provided that the directors should not be less than three, and that the office of a director should be vacated if he absented himself from the directors' meetings for three calendar months without special leave: by a board resolution it was determined that two directors should constitute a quorum. There were four directors, and a meeting of two of them was held, the other two being absent in America. In deciding, as he did, that it was not necessary to give notice of the meeting to the absent directors, Stirling, J., considered important the provision in the articles for absence from board meetings to cause vacancy of office, which I have detailed: his view was that if the directors did give leave of absence, it would be wholly inconsistent with that to hold it obligatory upon them to give notice to the absent director during the period of leave; in other words, the articles contemplated the possibility that a director might be absent and in such case need not be served with notice of the meetings. He made it abundantly clear that his decision was not laying down the proposition that mere absence from the country is sufficient to excuse notice to a director who is residing out of the country. The case is important, as it clearly lays down the general rule (see also *Smith* v. *Darley*, 2 H.L.C. 789), but shows that in special circumstances the operation of that rule may be suspended.

The next principle that appears may be summarised by saying that a director cannot waive his right to receive this notice of a board meeting, which, as a general rule, must be given. This emerges from two cases—*In re Portuguese Consolidated Copper Mines Limited*, 42 Ch. D. 160, and *Young* v. *Ladies' Imperial Club Limited* [1920] 2 K.B. 523. In the former, the facts are extremely complicated, and I have not the space to set them out here. Suffice it to say that one of the directors (Lord Inchiquin) received no formal notice of the first board meeting on the 24th October; the evidence was that shortly before the 24th he had been told that it was intended to hold the meeting on that date, and he had said he was going to Ireland and could not attend any meetings in the week beginning on the 21st October. It appeared that he had gone to Ireland, and was there when the meetings were held. The fact of Lord Inchiquin having said that he would be unable to attend was relied upon as a waiver of the right to notice of the meeting. The view of Lord Esher, M.R., on this point was expressed thus (at p. 168): "In my opinion he could not waive his right to notice. As he was within reach, and it was perfectly possible to give him notice, it was the duty of the directors to give him notice of the meeting. The circumstances existing at the time when he used the words relied on as a waiver might have been wholly altered, or he might have taken a different view if he had had notice of the time and object of the meeting. That notice ought to have been given to him, and there was no such notice. The meeting of the 24th October was therefore invalid."

This authority was followed in *Young* v. *Ladies' Imperial Club Limited*, *supra*, which is the second of our cases on this point of waiver. Under one of the rules of the club, if the executive committee considered the conduct of any member to be injurious to the club's character and interests, the committee had power to suspend the member from the use of the club and recommend her to resign, and if she did not do so within a certain time, the committee might erase her name from the list of members; but no member could be so suspended or recommended to resign unless a resolution to that effect were passed by a certain majority of the members of the committee actually present at a meeting specially convened for that purpose. The committee recommended the plaintiff, who was a member, to resign, which she did not do, and they erased her name from the list of members. The notice convening the committee meeting stated that the object of the meeting was "To report on and discuss the matters concerning Mrs. Young and Mrs. L.," and it was sent to each member of the committee except one, who had previously intimated to the chairman that she would be unable to attend committee meetings. The plaintiff succeeded in her action for a declaration that she was still a member, as the Court of Appeal held (1) that the omission to summon the absent member of the committee invalidated the proceedings of that body; and (2) that the notice did not state the object of the meeting with sufficient particularity. At all material times the absent member was within summonable distance and not prevented by bad health, for example, from attending, had she so desired. Lord Sterndale, M.R., found it was not shown that she would never have attended, but, whether she would or whether she would not, in his opinion there was no ground whatever for not giving her the opportunity, and therefore no excuse for not summoning her.

While we are on this point, the case of *In re Homer District Consolidated Gold Mines Limited: ex parte Smith*, 39 Ch. D. 546, deals with an irregular notice and the attempted overthrowing of an earlier decision of all the directors by a few, while the others were given no opportunity of attending. The company invited application for 106,000 preference shares, but at a meeting of all the directors, five in number, it was resolved not to allot until 14,000 shares were applied for. At a meeting of two (a quorum of) directors held soon after, it was resolved to cancel the previous resolution and to allot the shares then applied for, numbering about 3,000. The meeting was held at 2 o'clock, on a few hours' notice to two of the directors who did not attend, one of whom did not receive his notice till the next day, and the other gave notice he could not attend till 3 o'clock; the fifth director was abroad and no notice was sent to him. North, J., spoke his mind about the irregularities and held that the allotments made under the later resolution were void against the allottees.

In the notice of meeting it is not necessary to give notice of the business to be dealt with thereat; that was decided in *La Compagnie de Mayville* v. *Whitley* [1896] 1 Ch. 768. In the words of Lindley, L.J., at p. 797: "The great point is whether, when a director's meeting is to be held, it is necessary to give a notice not only of the meeting, but of the business to be transacted at the meeting. I am not prepared to say as a matter of law that it is necessary. As a matter of prudence it is very often done, and it is a very wise thing to do it; but it strikes me, as it struck Lord Tenterden in *Rex* v. *Pulsford*, 8 B. & C. 350, that there is an immense difference between meetings of shareholders and corporators and meetings of those whose business it is to attend to the transaction of the affairs of the company or corporation. It is not uncommon for directors conducting a company's business to meet on stated days without any previous notice being given either of

the day or of what they are going to do. Being paid for their services—as they generally are, and as is the case in this company—it is their duty to go when there is any business to be done, and to attend to that business whatever it is; and I cannot now say for the first time that, as a matter of law, the business conducted at a directors' meeting is invalid if the directors have had no notice of the kind of business which is to come before them. Such a rule would be extremely embarrassing in the transaction of the business of companies."

The decision in *Young* v. *Ladies' Imperial Club Limited*, to which I have already referred, would not appear to detract from the vigour or from the accuracy of these words of Lindley, L.J., since in that case the meeting had under the rule to be specially convened and was, presumably, a rare occurrence, which is quite different from the ordinary board meeting summoned to carry on the company's affairs, and for no rare and special purpose.

In passing we might here notice the decision in *In re Cawley and Co. Limited*, 42 Ch. D. 209, dealing with the order of business at directors' meetings. There, the agenda-paper of a meeting of the directors contained, as the first business, the consideration of a transfer of shares sent to the secretary for registration; and then, as the next business, the consideration of the question whether a call should be made to meet the company's liabilities. Chitty, J., held that the directors were entitled to take their business at the meeting in any order they thought proper, and, in the exercise of their fiduciary power of making a call, to pass a resolution for a call as their first business so as to prevent the intending transferors from evading their liability by prior registration.

An important decision on informal board meetings is *Barron* v. *Potter* [1914] 1 Ch. 895, which decided that a directors' meeting can be held under informal circumstances, but the casual meeting of two directors even at the office of the company cannot be treated as a board meeting at the option of one against the will and intention of the other; and it makes no difference that a notice convening a board meeting has been sent by the one to the other if such notice has not in fact been received by the other. The wilful refusal of a director to attend board meetings in order to prevent the formation of a quorum and so stop the registration of transfers, to consider which the meetings were summoned, did not, however in *In re Copal Varnish Company Limited* [1917] 2 Ch. 349, prevent the transferees from obtaining an order directing the company to register the transfers.

A Conveyancer's Diary.

Rights of Way Granted to Commence *in futuro*.

A QUESTION which may be of some importance arises with regard to the granting of easements *in futuro* and especially easements of rights of way.

It is a very common thing when an estate is being developed for building purposes to grant to the purchasers of plots a right of way over all roads to be constructed on the estate in the future.

The point to be considered is whether grants of rights of way to take effect in the future must, to be valid, be limited to the perpetuity period, and also as to the future of such grants.

Before 1926 the generally accepted opinion was, I think, that all grants of easements *in futuro* must, to be valid, comply with the perpetuity rule.

In *Smith* v. *Colbourne* [1914] 2 Ch. 543, a purchaser raised an objection to the title on the ground of the existence of an agreement whereby an adjoining owner might at any time enter and block up certain windows overlooking his property; it was held that the agreement was a mere revocable licence, and did not give the adjoining owner any interest in the land, but that if it did amount to an easement it would be void under the rule against perpetuities.

In *Ardley* v. *St. Pancras Guardians* (1870), 39 L.J. Ch. 871, however, Lord Romilly, M.R., held that a grant of a future right of way in substitution for another right of way which was to cease in certain events (which might take place after the perpetuity period) was valid.

In another case, *S. E. Ry.* v. *Associated Portland Cement Manufacturers Ltd.* [1910] 1 Ch. 12, by an accommodation works agreement dated in May, 1847, the railway company, who were purchasing a strip of land for their line, agreed that the landowner, his heirs, appointees or assigns might at any time thereafter make a tunnel thereunder to join the lands severed thereby. In December, 1847, the landowner conveyed the strip of land to the railway company, reserving to himself, his heirs, appointees and assigns a level crossing and the right to make a tunnel as provided in the agreement.

Swinfen Eady, J., held that there was an immediate right to make the tunnel directly the conveyance was executed, and there was no question of a grant of an easement *in futuro*. The Court of Appeal upheld the decision mainly on the ground that there was a mere personal covenant by the company to permit the tunnel to be made and no interest in the land was created.

It seems to follow that, as I have said, before 1926 the rule against perpetuities applied to easements created to commence at a future time.

The law, however, was not so well settled as not to cause questions to be raised involving matters of considerable importance. Thus, when there were grants in respect of minerals such as to enter, sink shafts, and so forth, without a limit of time to bring them within the rule, the objection might be taken that the grants were void.

This state of things led to the enacting of s. 162 of the L.P.A., 1925, and specially cl. (*d*) of sub-s. (1).

The sub-section commences:—

> "For removing doubts it is hereby declared that the rule of law relating to perpetuities does not apply and shall be deemed never to have applied."

I can pass over (*a*) which refers to a power to distrain as indemnity against a rent, (*b*) which applies to a rent-charge created as an indemnity against another rent-charge, although only arising on breach of a condition, and (*c*) which relates to a power to withhold payment of any instalment of a rent-charge as indemnity against another rent-charge.

Clause (*d*) reads as follows:—

> "To any grant, exception or reservation of any right of or entry on, or user of, the surface of land or of any easements, rights or privileges over or under land for the purposes of—
>
> "(i) Winning, working, inspecting, measuring, converting, manufacturing, carrying away and disposing of mines and minerals;
>
> "(ii) Inspecting, grubbing up, felling and carrying away timber and other trees, and the tops and lops thereof;
>
> "(iii) Executing repairs, alterations or additions to any adjoining land or the buildings and erections thereon;
>
> "(iv) Constructing, laying down, altering, repairing, cleansing and maintaining sewers, watercourses, cesspools, gutters, drains, water pipes, gas pipes, electric wires or cables or other like works."

By sub-s. (2) it is provided that the section applies to instruments coming into operation before or after the commencement of the Act.

The plain result of that would appear shortly to be that grants of easements or rights for the purpose of working mines and minerals or of felling and carrying away timber or of executing repairs to adjoining property or of constructing or repairing drains, sewers, pipes and other like works, are good, even though offending against the perpetuity rule. It seems, however, that the sub-section does not apply except to grants

made for the purposes named, and therefore does not apply to an easement of a right of way. It certainly is curious that such an easement should have been omitted. In fact, I should have thought that the provision would have been made wide enough to cover all easements and certainly rights of way.

It has been suggested that as a matter of construction, the words " for the purpose of " do not govern the whole of the sub-cl. (*d*), and do not control or modify the commencing words " any grant, exception or reservation of any right of entry on or user of the surface of land or of any easements, rights or privileges over or under land." I cannot see how such a construction can be adopted. The words " for the purpose of " obviously do limit the preceding words of the sub-clause.

That being so, a grant of an easement of a right of way to commence *in futuro* must be created so as to take effect (that is necessarily take effect) within the perpetuity period. As a matter of fact it often happens that that is not done. There are innumerable cases where there are grants of way over all roads to be constructed on an estate without any limit of time. Such grants are void unless, perhaps, in the state of facts which obtained in *Ardley* v. *St. Pancras Guardians*, the grant there being of a new right of way in substitution for an existing one which might cease at any time. I respectfully doubt, however, whether that case can be regarded as an authority at any rate except in precisely the same state of facts.

There is a further point, namely, what is the nature of an easement of a right of way granted *in futuro* ?

Now, under s. 1 (2) of the L.P.A., 1925, the only interests or charges in or over land which are capable of subsisting or of being conveyed or created at law are—

(*a*) An easement, right or privilege in or over land for an interest equivalent to an estate in fee simple in possession or a term of years absolute.

I need not refer to the other interests or charges mentioned.

It is obvious that the easement of a right of way to commence at a future time does not come within sub-cl. (*a*) because it is not " in possession."

Sub-section (3) enacts : " All other estates, interests and charges in or over land take effect as equitable interests."

And sub-s. (8) provides that : " Estates, interests and charges in or over land which are not legal estates are in this Act referred to as " equitable interests . . ."

Consequently, an easement of a right of way to arise *in futuro* is an equitable interest and one of those interests which are referred to as " equitable easements."

Such easements are within the L.C.A., 1925, s. 10 (1), Class D (iii), which reads : " Any easement, right or privilege over or affecting land created or arising after the commencement of this Act and being merely an equitable interest (in this Act referred to as an ' equitable easement ')."

It is, therefore, necessary that a grant of a right of way to commence at a future time must be registered as an equitable easement under Class D.

We therefore arrive at this conclusion. Such easements must (1) be created so as necessarily to take effect within the perpetuity period and (2) must be registered under the L.C.A., 1925.

I wonder how often these two essentials have been observed.

I have only to add that equitable easements of the kind I have been discussing do not seem to be " overriding interests " within s. 70 (1) of the L.R.A., 1925. If created to come into effect at a future time, such easements can hardly be said to " be for the time being subsisting in reference " to the registered land.

Failure by an insurance company to pay him £874 awarded for the loss of a leg was held by a coroner's jury at Birmingham recently to have contributed directly to the temporary insanity of a man who, they found, murdered his wife and committed suicide. Returning their verdict the jury expressed the opinion that the law should be altered in such a way that the funds of insurance companies should be available for such cases, before any allocation is made to other creditors.

Landlord and Tenant Notebook.

Attacking Arbitration Awards under the Agricultural Holdings Act.

THERE are two ways in which the award of an arbitrator under the Agricultural Holdings Act, 1923, may be set aside. The statute itself, by Sched. II (14), provides that where an arbitrator has misconducted himself, or an arbitration or award has been improperly procured, the county court may set the award aside. The statute itself also says nothing about motions to the High Court to set awards aside ; for this reason, and because the High Court has an inherent jurisdiction in these matters, this avenue is also open to the party aggrieved.

As to the meaning of " misconducted himself," this does not, of course, necessarily imply what Americans call moral turpitude ; but it does appear to be a matter of degree. The principle applies to arbitrations other than those under the Agricultural Holdings Acts, but the latter have produced an illustration, namely, that of *Williams* v. *Wallis and Cox* [1914] 2 K.B. 478. The tenant in that case, against whom an award had been made under a covenant to maintain and to deliver up the premises " in as good and tenantable repair as they now are," complained that the arbitrator had refused to admit evidence as to the state of the premises at the date of the lease. The county court declined to interfere, in view of the provision in what is now r. (12), that the award shall be final and binding, and in the absence of what the judge considered misconduct. Misconduct was described, by Atkin, J. (as he then was), in the Divisional Court, as " such a mishandling of the arbitration as is likely to amount to some substantial miscarriage of justice " and the case was remitted to the county court so that the issue whether the evidence really had been excluded or not might be decided.

The County Court Rules prescribe that the arbitrator shall be made a party to the application to set aside an award, and his position in the proceedings was defined in *Lendon* v. *Keen* [1916] 1 K.B. 994 ; a very useful case, for statute and rules (both those of the schedule and those made under the County Courts Acts) leave the matter rather vague. It was laid down then that there is no need for the arbitrator to appear in the proceedings (this, of course, does not mean enter an appearance, a proceeding unknown to county court procedure, but rather means take an active part in the case). If he does, he exposes himself to the risk of having costs awarded against him if his award be upset, no matter on what ground. If he remains passive, he should not be ordered to pay costs unless the court finds collusion—the Divisional Court left open the question of other dishonesty. So there is room for the distinction between misconduct involving moral turpitude and misconduct due to honest mistake after all.

Now, as to proceedings in the High Court. It is clear and has been accepted that the Agricultural Holdings Act contemplated that arbitrators, in so far as they should be subjected to the control of courts of law, should be interfered with by county courts only. But though the omission to exclude the ancient and inherent jurisdiction of the High Court to set aside an award, bad on the face of it, was discovered before the present statute, that of 1923, was passed, the said omission was not repaired ; presumably, because the new Act was a consolidating and not an amending measure. Accordingly, *Re Jones and Carter's Arbitration* [1922] 2 Ch. 599, C.A., which showed us the way, is still valid. The motion in that case concerned an award in which the arbitrator, ignoring the express directions of Sched. II, failed to differentiate in the amounts awarded in respect of different claims and awarded a lump sum ; and it asked that the award be set aside by reason of error so appearing and/or inconsistency and contradiction. Eve, J., allowed an objection on the ground of the " strong presumption " that awards were meant to be attacked

in county courts only; but the Court of Appeal, drawing a distinction between error on the face arising from misconduct (whether technical or moral) and error on the face arising from other matters, held that in the latter case it was open to the party aggrieved to invoke the inherent jurisdiction of the High Court. Incidentally, it was pointed out that the scope of error on the face of an award was very narrow indeed.

Our County Court Letter.

INTERFERENCE WITH WATER RIGHTS.

In the recent case of *Jones* v. *Bennett*, at Abergavenny County Court, the claim was for £30 10s. as damages for loss of water and for an injunction against interference with the flow of water. The plaintiff's case was that, in common with adjoining owners (including the defendant) she was entitled to a flow of water from Great Llwynfranc Farm, but the defendant had constructed a stirrup pipe, which enlarged the aperture leading to his own supply. On complaints of water shortage the stirrup pipe was disconnected, but another pipe was laid to the defendant's lily pond, and shortage was again felt at week-ends, when the defendant and his friends were in residence. The defendant's case was that the diminution of the plaintiff's supply was so small as to be insignificant, and the damage (if any) could be assessed at 40s., which amount was paid into court. His Honour Judge Thomas observed that the defendant had an ancient and beautiful residence, but the water supply was inadequate for modern civilisation. Although the plaintiff's case largely depended upon the testimony of a discharged servant of the defendant, there was evidence of deprivation of water which the plaintiff was entitled to enjoy. Judgment was given in her favour for £5, and an injunction was granted, subject to a stay of execution with regard to the sum in court, on an undertaking to pay the costs into court, pending an appeal. It is to be noted that the ordinary use of water *ad lavandum et potandum* gives no cause of action to lower riparian owners, though it is doubtful whether the whole supply may be exhausted, even for domestic purposes and for cattle: See *Lord Norbury* v. *Kitchin* (1863), 9 Jur. (N.S.) 132.

WIRELESS SETS AND TROLLEY-BUSES.

In the recent case of *Avis Cook & Co.* v. *Fiddiman*, at Ipswich County Court, the claim was for £17 17s., as the price of a wireless set. The plaintiffs' case was that there had been no condition as to freedom from interference, on the sale of the set, but the defendant had complained about a noise like a machine gun during reception. A test revealed a slight noise from the trolley buses, which the Corporation could cure by fitting suppressors on their standards. A member of the Post Office Wireless Investigation Department gave corroborative evidence of the good reception. The defendant's case was that, owing to the noise, two friends fixed a cut-out, but could not cure the defect. This continued on Christmas Day, when there was no service of trolley-buses, so the latter could not be blamed for the interference. The plaintiffs contended that no wireless dealer could give a guarantee against outside interference, but His Honour Judge Hildesley, K.C., held that the defendant had said she would only have a set that would cut out all interference, of which there appeared to be a good deal locally. Judgment was given for the defendant, with costs.

DISCHARGE OF RAINWATER FROM EAVES.

In a recent case at Stourbridge County Court (*Davies* v. *Hadley*) the claim was for £5 damages, and an injunction, in respect of an encroachment by the draining of water from the roof of the defendant's fowl pen on to the plaintiff's land. The premises of the respective parties were separated by a fence, which the plaintiff contended was on his land, but which had been used by the defendant as a wall to his fowl pen, i.e., by resting the roof on the fence. The defendant contended that the fence, although erected by the plaintiff in August, 1934, was in fact on the land of the defendant. On his objecting, the fence had been straightened, and he had refused to submit the matter to an independent architect for arbitration. His Honour Judge Roope Reeve, K.C., held that it was impossible to tell whether the fence was on the land of the plaintiff, who had therefore not established his case. Judgment was given for the defendant, but without costs. The cause of action in such cases was explained in *Tucker* v. *Newman* (1839), 11 A. & E. 40, viz., the enjoyment of the eavesdropping would furnish some evidence against the plaintiff of a right to its continuance.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

THE REMUNERATION OF MINERS.

In a recent case at Newport County Court, three employees claimed arrears of wages, or alternatively, damages for breach of contract, from the United National Collieries Limited. The plaintiffs contended that, under an agreement of 1927, hauliers and engine drivers were to be paid increased allowances for additional work during the twenty minutes allowed for dinner. The additional allowances amounted to one turn per week, and the question affected the pre-accident earnings in compensation cases. The plaintiffs' evidence was that they had either done extra work, or were available therefor, on various dates in 1934. The defence was that the plaintiffs had not in fact worked any extra time, and therefore had not qualified for the bonus. His Honour Judge Thomas held that the plaintiffs must have known there was no need for extra work, on the dates in question, and were therefore not entitled to be paid. Judgment was given for the defendants, with costs.

EYESIGHT AND INCAPACITY.

In *Gillett* v. *London Midland & Scottish Railway Co.*, at Liverpool County Court, the applicant's case was that, in 1923, he was working as a boiler-maker, when a piece of steel entered one of his eyes, destroying the sight. He afterwards continued at work in another department until 1934, when he was stopped. The respondents' case was that the accident had made no difference to the work of the applicant, as he was no different from many boiler-makers who suffered no loss of earning capacity, even when blind in one eye. The only incapacity was due to "boiler-makers' deafness" which was not due to the accident, but necessitated the writing down of messages for the applicant. His Honour Judge Dowdall, K.C., found that there was no incapacity from the accident, and therefore no award was made.

ACCIDENT TO LORRY DRIVER'S MATE.

In *Eades* v. *Toft & Tomlinson*, at Matlock County Court, the applicant's case was that, while working as a mate, he was asked by the lorry driver to hold the governors back, so as to increase the speed. While lying on the mudguard to do this, the applicant had fallen off, and had since become neurasthenic, through an injury to the base of the skull. The applicant's wages were £1 a week, and he received 10s. a week as compensation from the 28th April, 1933 (the date of the accident) until the 23rd June, 1933. The driver denied the above allegation, and stated that the applicant fell off while sitting on the door and leaning out to wipe the windscreen, without being asked. The applicant had previously been warned for "larking" in the back of the lorry, where, he alleged, he was on the look-out for "speed-cops." His Honour Judge Longson was not satisfied that there was now any diminution of earning capacity. He also held that the accident had arisen during "larking," and not out of the employment, and no award was therefore made.

To-day and Yesterday.

Legal Calendar.

3 June.—Giles Rooke was born on the 3rd June, 1743, the son of a director of the East India Company who cherished literary and classical tastes. At Oxford he seemed to hesitate between the attractions of the law and the Church, at one time showing a considerable inclination to the study of divinity. However, his final decision brought him to the Bar. He joined the Western Circuit of which he eventually became the leader. In 1793 he was appointed a Justice of the Common Pleas, a place which he filled with credit till his death fifteen years later.

4 June.—On the 4th June, 1788, a great legal career, extending over a period of fifty-eight years, twenty-six at the Bar and thirty-two on the Bench, came to an end, when declining strength compelled Lord Mansfield, at the age of eighty-three, to resign the post of Chief Justice of the King's Bench. He passed into five years' peaceful retirement at his seat of Caen Wood, beyond Highgate. His reputation has come down to posterity as one of the oracles of the law and the founder of commercial jurisprudence.

5 June.—In May, 1789, William Ward, a well-known boxer, was travelling to a match by stage coach. At Enfield, he was challenged by a local blacksmith and a fight began. The challenger getting the worst of it retreated to the bar of the "Black Horse," but Ward pursuing him struck him two blows which killed him. On the 5th June, he was tried at the Old Bailey on a charge of murder, but was found guilty of manslaughter only as there was no evidence of actual malice. There was also a doubt whether the death might not have been due to the extraordinary exertion of the fight. The prisoner was fined a shilling and sentenced to three months' imprisonment.

6 June.—On the 6th June, 1783, there came on to be tried before Mr. Justice Heath, in the Court of Common Pleas, a very singular case between several French seamen, taken prisoners when Admiral Rodney defeated the Comte de Grasse, and the owners of the "Keppel," commanded by Captain Gooch, to recover wages for the time they were compelled to work on board that ship. The action was determined in favour of the French seamen who were awarded twenty guineas each for their services.

7 June.—In February, 1737, Lord Hardwicke became Chancellor, but he continued Chief Justice of the King's Bench till the 7th June, when he surrendered the office. He bequeathed to his successors the legacy of an increased salary, for three years before he had only consented to accept the appointment on condition that the remuneration should be raised from £2,000 to £4,000 a year. As Chief Justice, his legal knowledge, his habitual caution, his firmness and discrimination gave weight to his decisions. When he was offered the Great Seal, he hesitated to accept the precarious honour, but he held it for nearly twenty years.

8 June.—George Neville, Archbishop of York, was one of the ecclesiastical Chancellors of the Middle Ages, holding the Great Seal in the troubled times of the Wars of the Roses. He received it a fortnight after the battle of Northampton had put poor Henry VI into the power of his enemies, and in 1461, when Edward IV seized the crown, he was his first Chancellor. At that time he was Bishop of Exeter and lived in a house near St. Clement Danes, "without the bar of the New Temple." The Archbishopric became his in 1465. Two years later he fell into disgrace and on the 8th June, 1467, the King went in person to his new house "without the bars of Westminster," where he was lying sick and took the Great Seal from him.

9 June.—On the 9th June, 1829, Sir Nicholas Conyngham Tindal, then Solicitor-General, was appointed Chief Justice of the Common Pleas.

This Week's Personality.

Only one of the barristers who defended Queen Caroline before the House of Lords received judicial promotion while George IV still lived to resent their ardent advocacy, namely, Sir Nicholas Tindal, who succeeded Chief Justice Best in the Common Pleas. He presided over that court till his death seventeen years later. The appointment gave general satisfaction and the only whisper of dissent came from Lord Eldon, whose notion, says a contemporary, "was that in the Court of Common Pleas, more than in any other Court, cases often came before a jury for decision which required in the judge sympathies and feelings in order to the due administration of justice which could exist only in the breast of a man who had tasted the sweets—an old bachelor would add, the bitters also—of a married life. This was generally regarded by those who were aware of the fact as a rather novel ground of objection to a judicial appointment . . . Whether the singular fitness otherwise of Sir Nicholas overcame his scruples on the particular score of his living in single blessedness, are points which I cannot determine. But whichever way the thing was, Sir Nicholas did at last receive the appointment with Lord Eldon's concurrence." The event proved that in every respect the appointment was the happiest possible.

Royal Entertainments.

The legal profession joined as whole-heartedly as the entire body of the nation in celebrating His Majesty's Jubilee and it is a pity that this crowded time afforded them no opportunity of signalising their devotion to the fountain of justice with that pageantry of which the members of the Inns of Court were once such masters. One recalls how the Inner Temple broke down its wall to make a landing stage for the visit of Charles II, and how the same genial monarch was so delighted with an entertainment at Lincoln's Inn that "to do a transcendant honour and grace to this Society he was pleased to demand the book of admittances to be brought to him and with his own hand entered his royal name therein, it being an example not precedented by any former king of this realm." His Majesty continuing the tradition is a bencher of the Inn. But earlier monarchs had had friendly relations with the Inns. Gray's Inn delighted James I with the Masque of Flowers, one of the most gorgeous pageants of that splendid time, though, on a later occasion, they were less happy when some cannon let off by them during a night time celebration so alarmed that sovereign that he leapt from his bed crying "Treason! Treason!" setting the whole city in an uproar.

Earthquake Shocks.

The terrible earthquake at Quetta recalls another grave shock suffered by Northern India less than eighteen months ago. On that occasion, the High Court buildings at Calcutta were damaged, and at the very moment of the tremor, the Chief Justice and two other judges were hearing an appeal from the death sentence passed on one of the culprits in a bomb outrage. The case was interrupted till the danger passed and then, after the court re-assembled, the appeal was dismissed. In another court, a number of prisoners jumped out of the dock and one succeeded in making good his escape; the others were caught in time. At Bezwada, in the Madras Presidency, the District Court was sitting at the moment of the earthquake, and the judge suddenly felt his chair rocking in a most unusual manner. The real cause did not occur to his mind, and turning to the counsel who was seated just in front of him, he exclaimed with considerable asperity: "What do you mean by pushing me like this?" It was only afterwards that he realised that the court was being moved by natural causes or the act of God.

Mr. Aubrey William Rake, solicitor, of Philbeach-gardens, S.W., and of Chancery-lane, of the firm of Howe & Rake, solicitors, left £14,079, with net personalty £13,949.

Notes of Cases.

Appeals from County Courts.

Wickhambrook Parochial Church Council *v.* Croxford.

Lord Hanworth, M.R., Romer, L.J., Eve, J.
20th, 21st and 22nd March and 3rd May, 1935.

Ecclesiastical Law—Parish Church—Chancel—Out of Repair—Lay Impropriator of Tithes—Amount received—Not Sufficient for Repairs—Liability to Admonition—Chancel Repairs Act, 1932 (22 & 23 Geo. 5, c. 20).

Appeal from Bury St. Edmunds County Court.

The chancel of Wickhambrook Parish Church being out of repair, £123 12s. 6d. represented the cost of the necessary repairs. The plaintiffs sought to recover this amount from the defendant who was lay impropriator of part of the tithe rentcharge issuing out of lands in the parish and amounting in aggregate to £120 a year. She was in possession of a right to a quota not more than £39 11s. 9d. in value a year. His Honour Judge Hildesley, K.C., dismissed the action.

Lord Hanworth, M.R., allowing the appeal, said that the judge relied on a statement in Burns' "Ecclesiastical Law," 9th ed. 1842, vol. I, p. 352, but it was necessary to go behind the text books and examine the authorities: *Whinfield* v. *Watkins*, 2 Phil. 1; *Morley* v. *Leacock* [1896] P. 92; *Perse* v. *Prouse* 1 Lord Raymond, 59; *Smallbones* v. *Edney*, L.R. 3 P.C., at p. 450, It appeared that the rector of a parish, whether spiritual or lay, was liable to repair the chancel. Further, the liability was personal, and was not limited to the tithe. This appeared from the "Provinciale of William Lindwood," Book III, title 27, 1679 ed. See also *Davies Case* (1620), Rolle's Rep. 209; "Ayscliffe's Parergon," 1726, pp. 458-9; "Gibson's Codex Juris Ecclesiastici Anglicani," 2nd. ed. 1761. *Walwyn* v. *Auberry*, 1 Mod. 261; 2 Mod. 259, was too unsatisfactory a case to base any limitation of the liability laid down by "Lindwood." These authorities also showed that the defendant would have been liable to be admonished to repair the chancel if a cause of office had been promoted against her in the Ecclesiastical Courts. Section 2 (3) of the Chancel Repairs Act, 1932, referred to a defendant who would have been liable to be admonished on the date the notice of repair was served on him. This indicated a time before the harshness or otherwise of an admonition could have been determined by an inquiry into the figures of the case and the proportion of tithe received. The defendant could enforce contribution from other tithe owners (see Order XI of the County Court Rules) and all hardship could be avoided by an order for payment by instalments under s. 26 of the County Courts (Amendment) Act, 1934.

Romer, L.J., and Eve, J., agreed.

Counsel: *F. J. Tucker*, K.C., *W. T. Elverston*, and *W. S. Wigglesworth*; *Vaisey*, K.C., and *Miss H. M. Cross*.

Solicitors: *Thomas Eggar & Son*, agents for *Greene & Greene*, of Bury St. Edmunds; *Heald, Johnson & Co.* agents for *Steed & Steed*, of Long Melford.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Bromage: Public Trustee *v.* Cuthbert.

Luxmoore, J. 11th, 12th and 15th April, 1935.

Husband and Wife—Deed of Separation—Living Apart—Child Born—Whether Presumption of Legitimacy—Rebuttal.

In 1920, A.C., the husband, and M.C., the wife, parted, and thereafter did not live together. There was no evidence to suggest that they met. In May, 1921, the wife and E.H. started to live together as man and wife. In June a deed of separation was executed, certain provision being made for the wife, not limited to such period as she should remain chaste. In March, 1922, a child was born, the parents being named in the register as E.H. and M.C. From early infancy it was brought up under the care of E.H.'s parents. The husband never acknowledged it as his and was never required to provide for it. In 1928 A.A. lodged with M.C., intimacy taking place from about August to November. In March, 1929, another child was born, the parents being named in the register as A.A. and M.C. In 1933 M.C. died. Certain provisions having been made in the will of her mother for the children of M.C. and A.C., the question arose whether the children born in 1922 and 1929 fell into that category.

Luxmoore, J., in giving judgment, said that every child born to a married woman during the subsistence of the marriage was *primâ facie* legitimate, but the presumption could be rebutted (see *Banbury Peerage Case*, 1 Sim. & Stu. 153). There was no such presumption after a divorce or after a decree of judicial separation (see *Hetherington* v. *Hetherington*, 12 P.D. 112) or where a court of summary jurisdiction had made a separation order (see *Andrews* v. *Andrews and Chalmers* [1924] P. 255; Supreme Court of Judicature (Consolidation) Act, 1925, s. 185; Summary Jurisdiction (Married Women) Act, 1895, s. 5). The execution of a separation deed did not, however, have a similar effect. *Mart* v. *Mart* [1926] P. 24, was at variance with the decision of the House of Lords in *Morris* v. *Davies*, 5 Cl. & F. 163, and with the *Aylesford Peerage Case*, 11 App. Cas. 1. But the presumption might be rebutted by strong, distinct, satisfactory and conclusive evidence that no sexual intercourse took place. In the present case the first child was certainly not legitimate. With regard to the second child, little weight could be attached to A.A.'s statements regarding visits paid by the husband to the wife while he was lodging with her. This child also was not legitimate.

Counsel: *Henry Johnston*; *J. Nesbitt*; *S. Bathurst*; *J. L. Stone*.

Solicitors: *Warren & Warren*; *Pattinson & Brewer*; *Piper, Smith & Piper*; *Doyle, Devonshire & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Tattersall *v.* Drysdale.

Goddard, J. 14th May, 1935.

Insurance, Motor Car—"Eclipse" Policy—Third Party—Car Driven by Friend of Insured—Accident—Insurer Liable to Indemnify Driver against Liability—Road Traffic Act, 1930 (20 & 21 Geo. 5, c. 43), s. 36 (4).

In this action, which raised a question of general interest and considerable importance in the law of motor-car insurance, Dr. George Tattersall claimed against Mr. Matthew Watt Drysdale, a Lloyd's underwriter, a declaration that he was entitled to be indemnified by Mr. Drysdale against certain claims made against him (the plaintiff) in respect of a motor accident to the extent of the defendant's proportion of liability under an Eclipse motor-car policy subscribed by the defendant and other underwriters and issued to a Mr. Gilling, whose car the plaintiff was driving at the time of the accident, and with his permission. Liability was denied. The action raised the question whether by virtue of s. 36 (4) of the Road Traffic Act, 1930, a person driving with the insured's permission, and therefore covered by the policy, could sue on the policy though not a party to the contract of insurance. The car which Dr. Tattersall owned before the events which gave rise to this action was a 16 h.p. Standard, covered by an indorsement on his own insurance policy dated the 11th April, 1934. Being minded to get another car, in August, 1934, he made an agreement with Gray Brothers and Kemp, Limited, motor-car dealers, of Hull, of which company Mr. Gilling was a director. They agreed to lend him a Riley saloon until his new car was delivered. The Riley saloon car was in fact the property of Mr. Gilling, and was insured by him under a

Lloyd's Eclipse policy of which the defendant was one of the underwriters. When the plaintiff took possession of the Riley car he looked at his policy, or his certificate, and came to the conclusion that for the purposes of the Road Traffic Act he was insured while driving that car under his own policy. Mr. Gilling thought that it was his policy that would have to bear any loss if there was an accident. The plaintiff was involved in a serious accident, and has to pay £2,150 damages.

GODDARD, J., said that the action was brought in effect to determine on which body of insurers the loss was to fall. Both policies provided that the insurance was extended to indemnify a person driving the insured car with the insured's permission, provided that such person was not entitled to indemnity under any other policy. It was necessary to determine whether the plaintiff's own policy was in force at the time of the accident. He, his lordship, was of opinion that it was not. He was also clearly of opinion that the plaintiff was driving the Riley with Mr. Gilling's permission. The position, therefore, being that the plaintiff was driving the Riley with the permission of Mr. Gilling at the time of the accident, and that he was not entitled to indemnity under any other policy, he, his lordship, had now to consider whether he could claim indemnity against the defendant by virtue of s. 36 (4) of the Road Traffic Act, 1930. The Eclipse policy which he was considering provided that "the insurance shall extend to indemnify any person who is driving on the assured's order or with his permission in respect of any legal liability as aforesaid"—that is, to third parties. Did the section mean that the insurers must indemnify everyone whom they had said they would indemnify in respect of the liability which they had indicated? In his judgment, both the policy of the Act and the words used pointed to that conclusion being the right one. The Act was aimed at the protection of the public by providing that there should be a body of insurers behind every driver of a car. Judgment for the plaintiff, with costs.

COUNSEL: *H. D. Samuels*, K.C., and *F. Soskice*, for the plaintiff; *R. P. Croom-Johnson*, K.C., and *R. T. Monier-Williams*, for the defendant.

SOLICITORS: *L. Bingham & Co.; Clifford-Turner & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Fender *v.* Mildmay.

Hawke, J. 17th May, 1935.

BREACH OF PROMISE—PROMISE GIVEN BY MARRIED MAN—BEFORE DECREE *Nisi* OF DIVORCE WAS MADE ABSOLUTE—PROMISE NOT BINDING IN LAW—SUBSISTING MARITAL OBLIGATIONS.

In April last a jury in this case returned a verdict in favour of Miss Emily Fender, assessing the damages at £2,000, on her claim against Sir Anthony St. John Mildmay, Bt., for damages for alleged breach of promise of marriage. Counsel for the defendant said at one stage of the proceedings that he was prepared to admit the promise subject to the point of law whether it was a promise binding in law when it was made having regard to the fact that there was at that time a decree for the dissolution of his marriage which had not been made absolute. If there was a binding promise the breach of it was also admitted. That reduced the breach of promise claim to a question of damages, subject to legal argument. The facts were not in dispute. Miss Fender admitted that from the first she knew that Sir Anthony Mildmay was married. In the summer of 1932, on his promising to marry her, if he should be divorced, sexual relations between them began. In September, 1932, Lady Mildmay filed her petition for divorce, alleging adultery by her husband with Miss Fender. On the 16th January, 1933, a decree *nisi* was pronounced in Lady Mildmay's favour, and that decree was made absolute on the 31st July, 1933. Between those two dates, namely, on the 21st February, 1933, and in April, 1933, the two promises relied on by Miss Fender were made.

HAWKE, J., said that on the above facts it was submitted on behalf of the defendant that Miss Fender was not entitled to recover. The matter had been rendered more difficult by the apparently conflicting *dicta* of Lord Dunedin on the one side and Darling, J., on the other in *Skipp* v. *Kelly*, 42 T.L.R. 258, and *Prevost* v. *Wood*, 21 T.L.R. 684. Counsel for the defendant had relied on *Wilson* v. *Carnley* [1908] 1 K.B. 729, and *Spiers* v. *Hunt* [1908] 1 K.B. 720, and he had also drawn attention to the American case of *Noice* v. *Brown*, 20 Am. Rep., 388, which was referred to with approval by Phillimore, J., in *Spiers* v. *Hunt*, *supra*. Counsel had also referred to the *dicta* of Lord Dunedin in *Skipp* v. *Kelly*, *supra*, and had submitted that the principles established by the cases which he had cited were conclusive of the matter. He (Hawke, J.) was, of course, bound by those cases, and as he thought that they covered the present matter his decision must be in favour of Sir Anthony Mildmay, with costs.

COUNSEL: *J. P. Eddy* and *Jeffreys Jones*, for the plaintiff; *Roland Oliver*, K.C., and *P. B. Morle*, for the defendant.

SOLICITORS: *Percy Haseldine & Co.; Sutton, Ommaney and Oliver.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Criminal Appeal

Rex *v.* Binney.

Lord Hewart, C.J., Avory and Humphreys, JJ. 8th May, 1935.

CRIMINAL LAW—UTTERING THREATENING LETTERS—CONVICTION—IMPRISONMENT—FURTHER LETTERS IN SAME HANDWRITING RECEIVED SUBSEQUENTLY—HOME OFFICE REFERENCE—CONVICTION QUASHED.

This was an appeal against conviction and sentence by John Binney, who had been convicted at Derbyshire Assizes of uttering threatening letters demanding money from Mrs. Hilda Annie Clift, licensee of the "Rising Sun" road-house at Bamford, Derbyshire, and had been sentenced to seven years' penal servitude. The matter came before the Court of Criminal Appeal on a reference by the Home Secretary under s. 19 of the Criminal Appeal Act, 1907. It was stated on behalf of Binney that he was convicted on the 4th July, 1934. He applied for leave to appeal to the Court of Criminal Appeal, but his application was refused in August. After his conviction—on the 28th August, the 5th March, and the 3rd April, 1935—further threatening letters were received by Mrs. Clift which were in the same handwriting as those in respect of which Binney had been convicted. Those later letters, it was said, could not have been written by Binney. In those circumstances the police had placed the matter in the hands of the Home Office. Binney had also petitioned the Home Office on two occasions.

Lord HEWART, C.J., in giving the judgment of the court, said that the whole of the controversy at the assizes turned on the question whether or not the letters were in Binney's handwriting. Now that the "post-conviction" letters had been brought to light it was obvious, without the aid of handwriting experts, that those letters were in the same writing as those produced at the trial. It had been clearly demonstrated that some person had written all the letters. That being so, how could Binney have written the letters in respect of which he had been convicted? It was clearly established, on materials which had not previously been open to any court, that there was a hand somewhere, other than that of Binney, which was responsible for the writing of all the threatening letters. If the materials now available, or anything like them, had been before the jury who convicted Binney, they would not have come to the conclusion to which they did. The conviction would be quashed and Binney's discharge ordered.

COUNSEL: *A. J. Flint*, for Binney; *Norman Winning*, for the Crown.

SOLICITORS: *Walker & Ashworth*, New Mills; *Arthur Neal, Scorah & Co.*, Sheffield.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Reviews.

Mr. Pewter. By A. P. Herbert. 1934. pp. xv and 206. London: Methuen & Co., Ltd. 5s. net.

This book contains the text of the series of conversations on topical events which were given on the wireless early last year, and although they are, of course, no longer topical, they still provide excellent entertainment. Mr. Pewter is a typical patron of the saloon bar at the "Red Lion," and he airs his views on a variety of subjects. In his introduction the author explains how he came to undertake the task and sets forth some of the difficulties which had to be overcome. It would be easy, he says, to re-write some of the chapters in the light of more recent events, but he feels that that would not be fair, and consequently the talks are printed as they were spoken.

There is a Tide . . . By Edward Wooll. 1934. Crown 8vo. pp. 362. London and Glasgow: Blackie & Son, Ltd. 7s. 6d. net.

This is an entertaining novel by Captain Edward Wooll, O.B.E., the author of the play "Libel," which had such a successful run on the London stage last year. He is a barrister, practising chiefly on the Northern Circuit, and has been Recorder of Carlisle since 1929. The story tells, step by step, the successful career of a lawyer from his college days onwards, as junior, silk and judge. The characters are well drawn, and the plot has been carefully worked out so that the reader's interest is held until the end.

Books Received.

The London and Home Counties Legal Gazetteer and Courts Indicator. Compiled by Morton F. Parish, a Member of The Law Society. 1935. Demy 8vo. pp. xvi and 100. London: Stevens & Sons, Ltd. 5s. net.

Tolley's Handbook of Income Tax and Sur-Tax, 1935-36. By Chas. H. Tolley, A.C.I.S., F.A.A., Accountant. 1935. Demy 8vo. pp. 20. London: Waterlow & Sons, Ltd. 1s. net.

The Transitional Provisions of the Property Acts, 1922 *and* 1925. By Ronald Cozens-Hardy Horne, B.A., of Lincoln's Inn, Barrister-at-Law. 1935. Demy 8vo. pp. xxvii and (with Index) 217. London: Butterworth & Co. (Publishers), Ltd. 12s. 6d. net.

Constitutional Law. By E. C. S. Wade, M.A., LL.M., of the Inner Temple, Barrister-at-Law, and G. Godfrey Phillips, M.A., LL.M., of Gray's Inn and the Midland Circuit, Barrister-at-Law. Second Edition, 1935, by E. C. S. Wade. Royal 8vo. pp. xxviii and (with Index) 553. London: Longmans, Green & Co. 21s. net.

Chronological Table and Index of the Statutes to 31st December, 1934. Fiftieth Edition, 1935. In two volumes. Royal 8vo. Vol. I, Chronological Table of all the Statutes. pp. x and 745. Vol. II, Index to the Statutes in Force. pp. iv and 2025. London: H. M. Stationery Office. £3 16s. net., postage extra.

Annual Local Taxation Returns England and Wales, 1932-33. Part III. London: H.M. Stationery Office. 1s. 3d. net.

Tax Cases. Vol. XIX. Part II. 1935. London: H.M. Stationery Office. 1s. net.

Obituary.

Mr. E. LEWIS-THOMAS, K.C.

Mr. Evan Lewis-Thomas, K.C., Treasurer of Lincoln's Inn in 1934, died in London on Monday, 3rd June. Mr. Lewis-Thomas, who was educated at Sidney Sussex College, Cambridge, was called to the Bar in 1885. He was a member of both the Middle Temple and Lincoln's Inn. He took silk in 1908, and in 1912 he became a Bencher of Lincoln's Inn. He was a Fellow of the Royal Sanitary Institute.

Mr. W. L. BALL.

Mr. William Leonard Ball, solicitor, of Doncaster, died on Sunday, 26th May, at the age of twenty-five. Mr. Ball served his articles with Mr. F. A. Jordan, of Doncaster, and was admitted a solicitor in 1933. He remained with Mr. Jordan as his assistant.

Mr. R. T. HETT.

Mr. Richard Thomas Hett, solicitor, of Darlington, died on Thursday, 30th May, in his ninety-second year. He was educated at St. Peter's School, York, and was admitted a solicitor in 1867. One of the oldest practising solicitors in the country, Mr. Hett attended to business until two weeks before his death.

Mr. E. MOORE.

Mr. Edward Moore, retired solicitor, died at his home at Onslow-square, S.W., on Sunday, 2nd June, at the age of eighty-six. Mr. Moore was formerly solicitor to the Great Eastern Railway Company.

Mr. J. PRITCHARD.

Mr. James Pritchard, solicitor, a partner in the firm of Messrs. Hall, Pratt & Pritchard, of Bilston, died at his home at Tettenhall on Wednesday, 29th May, at the age of sixty-five. Mr. Pritchard, who was admitted a solicitor in 1892, was Deputy Clerk to the Bilston and Sedgwick Justices, and was a Past President of Wolverhampton Law Society. He became a partner in the firm of Messrs. Hall, Pratt & Pritchard in 1899.

Parliamentary News.

Progress of Bills.

House of Lords.

Boston Corporation Bill.
Read Third Time. [4th June.
Bournemouth Gas and Water Bill.
Read Third Time. [4th June.
Bury and District Joint Water Board Bill.
Commons Amendments agreed to. [4th June.
Defence (Barracks) Bill.
Read First Time. [4th June.
Diseases of Animals Bill.
Read Third Time. [30th May.
Hertfordshire County Council Bill.
Read Third Time. [4th June.
Housing Bill.
Read Second Time. [5th June.
Hoylake Urban District Council Bill.
Read Third Time. [4th June.
Law Reform (Miscellaneous Provisions) Bill.
Read Second Time. [5th June.
London and North Eastern Railway Bill.
Read Second Time. [5th June.
London Passenger Transport Bill.
Read First Time. [4th June.
Metropolitan Water Board Bill.
Read Second Time. [5th June.
Milford Docks Bill.
Read Third Time. [4th June.
Ministry of Health Provisional Order Confirmation (Croydon) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Eastbourne) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Fylde, Preston and Garstang Joint Smallpox Hospital District) Bill.
Read First Time. [30th May.
Ministry of Health Provisional Order Confirmation (Harrogate) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Huntingdon) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Metropolis Water) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation(Norwich) Bill.
Read First Time. [30th May.
Ministry of Health Provisional Order Confirmation (Ottershaw Joint Hospital District) Bill.
Read Second Time. [30th May.
Ministry of Health Provisional Order Confirmation (Oxford) Bill.
Read First Time. [30th May.
Ministry of Health Provisional Order Confirmation (Pwllheli) Bill.
Read First Time. [30th May.
Ministry of Health Provisional Order Confirmation (Watford) Bill.
Read First Time. [30th May.
Northern Ireland Land Purchase (Winding up) Bill.
Read Third Time. [30th May.
Restriction of Ribbon Development Bill.
Amendments reported. [4th June.
Rhyl Urban District Council Bill.
Reported, with Amendments. [4th June.
Ross and Cromarty (Dornie Bridge) Order Confirmation Bill.
Read Third Time. [30th May.
Southern Railway Bill.
Read Second Time. [5th June.
Superannuation Bill.
Read First Time. [4th June.
Swansea Tramways Bill (formerly Swansea and District Transport Bill).
Read Third Time. [4th June.
Unemployment Assistance (Temporary Provisions) (No. 2) Bill.
Reported, without Amendment. [4th June.
University of Durham Bill.
Read First Time. [5th June.
Voluntary Hospitals (Paying Patients) Bill.
Read Third Time. [5th June.
Weights and Measures Bill.
Read First Time. [4th June.

House of Commons.

Ascot District Gas and Electricity Bill.
Reported, with Amendments. [30th May.
Baildon Urban District Council Bill.
Reported, with Amendments. [4th June.
Blackpool Improvement Bill.
Reported, with Amendments. [31st May.
Bognor Gas and Electricity Bill.
Reported, with Amendments. [30th May.
Boston Corporation Bill.
Read First Time. [4th June.
Bournemouth Gas and Water Bill.
Read First Time. [4th June.
Bristol Tramways Bill.
Reported, with Amendments. [30th May.
Bury and District Joint Water Board Bill.
Read Third Time. [30th May.
Chichester Corporation Bill.
Read Second Time. [3rd June.
Frimley and Farnborough District Water Bill.
Read Third Time. [3rd June.
Gelligaer Urban District Council Bill.
Read Second Time. [4th June.
Government of India Bill.
Read Third Time. [5th June.
Hertfordshire County Council Bill.
Read First Time. [4th June.
Housing (Scotland) Bill.
Reported, with Amendments. [30th May.

Hoylake Urban District Council Bill.
Read First Time. [4th June.
London County Council (General Powers) Bill.
Lords' Amendments agreed to. [3rd June.
London County Council [Money] Bill.
Read Second Time. [3rd June.
London Passenger Transport Board Bill.
Read Third Time. [31st May.
Milford Docks Bill.
Read First Time. [4th June.
Ministry of Health Provisional Order (Cuddington Joint Hospital District) Bill.
Read First Time. [3rd June.
Nottingham Corporation Bill.
Read Second Time. [4th June.
Pier and Harbour Provisional Order (Scarborough) Bill.
Read First Time. [5th June.
Public Health (Water and Sewerage) (Scotland) Bill.
Read First Time. [31st May.
Stourbridge Navigation Bill.
Read Second Time. [3rd June.
Superannuation Bill.
Read Third Time. [30th May.
Swansea Tramways Bill.
Read First Time. [4th June.
West Riding of Yorkshire Mental Hospitals Board (Superannuation) Bill.
Read Second Time. [3rd June.

Questions to Ministers.

MOTOR INSURANCE.

Captain PETER MACDONALD asked the President of the Board of Trade whether, in view of the present unsatisfactory position with regard to insurance companies becoming insolvent and unable to meet their liabilities in respect of motor insurances and other matters, he will consider the desirability of introducing legislation which will enable his department to carry out an annual audit of all insurance companies engaged in insuring motorists against third-party risks.

Mr. RUNCIMAN: The position is receiving my careful consideration, and I hope to be in a position to make an announcement soon after the Whitsuntide Recess.

Mr. GOLDIE asked the President of the Board of Trade whether in any new legislation to amend the law relating to the issue of third-party-risk policies by insurance companies, he will render it illegal for liability under any such policy to be repudiated on the ground of mis-statement of fact in the proposal form unless such mis-statement is directly material to the liability of the holders of such policy to recompense the third party who has suffered injury and to the liability arising therefrom of the insurance company to indemnify the policy holder.

Mr. HORE-BELISHA: My hon. Friend is no doubt aware of the provisions of Section 10 of the Road Traffic Act, 1934, on the subject. I do not propose to introduce further amending legislation in the matter unless a longer experience of the effect of these provisions shows that they are inadequate. [4th June.

EDMONTON COUNTY COURT (REBUILDING).

Mr. RUTHERFORD asked the First Commissioner of Works what is the position concerning the rebuilding of the Edmonton County Court.

The FIRST COMMISSIONER OF WORKS (Mr. Ormsby-Gore): Plans for the erection of a new county court and offices at Edmonton are now in course of preparation, and it is hoped that a start will be made on building operations towards the end of the current financial year.

Mr. RUTHERFORD: Will the right hon. Gentleman expedite this matter in view of the fact that the buildings are already inadequate and that the Wood Green County Court work has been transferred to Edmonton?

Mr. ORMSBY-GORE: The difficulty is that we have to use some of the existing site, which means rather elaborate drawings, and these are now being done. There will be no avoidable delay in putting the work in hand. [5th June.

The report for 1934 of the National Society for Lunacy Law Reform, which was issued last Saturday, states that The Mental Deficiency Acts are open to even greater abuses than are encountered in connection with the Lunacy Act. The object of the society, say the executive committee, is to reform the lunacy laws—to repeal iniquitous clauses in the Acts. The executive committee regret that the funds available are hopelessly inadequate.

Societies.

The Union Society of London.

(CENTENARY YEAR.)

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, 22nd May, at 8.15 p.m., the Hon. Treasurer (Mr. Peter Winckworth) being in the chair. Mr. D. F. Brundrit proposed the motion "That this House congratulates the Labour majority in the L.C.C. on its achievements and on its programme." Mr. W. Butterfield opposed, and Mr. Orme, Mr. Fedrick, Mr. Bennet, the Hon. Secretary (Mr. Rendle), Mr. Frazer, the Hon. Treasurer, and Mr. Hurle Hobbs also spoke. Mr. Brundrit replied. Upon division the motion was carried by the casting vote of the Chairman.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 29th May, at 8.15 p.m., the President (Mr. Alun Llewellyn) being in the Chair. Mr. Bassett proposed the motion: "That this House approves the action of the Italian Government in the dispute with Abyssinia." Mr. Marvin opposed, and the Hon. Secretary (Mr. Rendle), Mr. Fraser, Mr. Dobson, Mr. Symmons, Mr. Ingram, Capt. Ellershaw and Mr. Fedrick also spoke. Mr. Bassett replied. Upon division the motion was lost by two votes.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, 5th June, at 8.15 p.m., the President (Mr. Alun Llewellyn) being in the chair. Mr. Herbert Ryan proposed the motion: "That it is desirable that the Government should introduce compulsory aerial defence drill for the civil population." Mr. D. W. Dobson opposed, and Mr. Orme, Mr. Fedrick, Mr. Hurle Hobbs, Mr. Fraser, Capt. Ellershaw, the Hon. Secretary (Mr. Rendle) and Mr. Carol Johnson, also spoke. Mr. Ryan replied. Upon division the motion was carried by one vote.

Law Association.

The monthly meeting of the Directors was held on the 27th May, Mr. Douglas T. Garrett in the chair. The other Directors present were Mr. E. E. Barron, Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. A. E. Clarke, Mr. G. D. Hugh Jones, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. John Venning, Mr. Wm. Winterbotham and the Secretary, Mr. Andrew H. Morton. A sum of £927 was voted in renewal of allowances to pensioners and grants amongst 21 applicants and other general business transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, 24th May, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. A. Newman Hall) in the chair. Mr. T. H. Mayers moved: "That this House disapproves of any restriction on the right of the individual to drink what, when and how he pleases." Dr. Gerald Slot opposed. There also spoke: The Hon. F. P. Howard (Hon. Secretary), Mr. T. K. Wigan, Mr. A. C. Douglas, Mr. Scholefield, Mr. Llewellyn Thomas, Prince Lieven, Mr. J. A. Petrie, Mr. Sturge, Mr. A. A. Baden Fuller. The hon. mover having replied, the house divided, and the motion was carried by four votes.

A meeting of the Society was held on Friday, 31st May, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. A. Newman Hall) in the Chair. Mr. A. A. Baden-Fuller moved: "That this House would welcome strong action by the League to preserve the territorial integrity of Abyssinia from Italian aggression." Prince Leonid Lieven opposed. There also spoke Mr. Krusin, Mr. Boyd Carpenter, Mr. J. A Petrie, The Hon. F. P. Howard (Hon. Secretary), Mr. Sweeney, Mr. E. Rigby (visitor), Mr. Granville Sharp (ex-President), Mr. T. H. Mayers (Hon. Treasurer), Mr. A. C. Douglas and Mr. Scholefield. The hon. mover having replied, the House divided, and the motion was carried by 7 votes.

Rules and Orders.

THE LOCAL GOVERNMENT (COMPENSATION FORMS) REGULATIONS, 1935, DATED MAY 20, 1935, MADE BY THE MINISTER OF HEALTH. [S. R. & O. 1935, No. 489. Price 2d. net.]

Legal Notes and News.

Birthday Legal Honours.

VISCOUNT.

Baron the Right Hon. CHARLES BLEDISLOE, G.C.M.G., K.B.E. Lately Governor-General of New Zealand. Called to the Bar by the Inner Temple, 1892.

BARON.

Sir WILLIAM JAMES PEAKE MASON, Bt., J.P. For political and public services in the County of Somerset. Called to the Bar by the Middle Temple, 1891.

PRIVY COUNCILLORS.

CLEMENT RICHARD ATTLEE, Esq., M.P. for the Limehouse Division since 1922. Deputy Leader of the Labour Party in the House of Commons. Called to the Bar by the Inner Temple, 1906.

LESLIE HORE-BELISHA, Esq., M.P. for Devonport since 1923. Minister of Transport since 1934. Called to the Bar by the Inner Temple, 1923.

Captain ROBERT CROFT BOURNE, M.P. for Oxford since 1924. Deputy Chairman of the House of Commons since 1931. Called to the Bar by Lincoln's Inn, 1913.

BARONET.

Lieutenant-Colonel CUTHBERT MORLEY HEADLAM, D.S.O., O.B.E., T.D., J.P., D.L., M.P. for Barnard Castle, 1924–29, and since 1931. Parliamentary and Financial Secretary to the Admiralty, 1926–29. Parliamentary Secretary to the Ministry of Pensions, 1931–32, and to the Ministry of Transport, 1932–34. For political and public services. Called to the Bar by the Inner Temple, 1906.

KNIGHTS.

WILLIAM JOHN BOARD, Esq., O.B.E., Town Clerk of Nottingham, President of the Society of Town Clerks, on the occasion of the centenary of local government. Admitted a solicitor, 1900.

His Honour ARTHUR GWYNNE JAMES, County Court Judge of Circuit 52 (Bath and district) from 1900 until March, 1935.

WILLIAM LUSCOMBE MUNDAY, Esq., for political and public services in Plymouth. Admitted a solicitor, 1887.

ARTHUR MAULE OLIVER, Esq., O.B.E., Town Clerk of Newcastle, on the occasion of the centenary of local government. Admitted a solicitor, 1896.

BRUCE LYTTELTON RICHMOND, Esq., editor of *The Times Literary Supplement*. Called to the Bar by the Inner Temple, 1896.

Alderman ARTHUR DOUGLAS ROBINSON, for political and public services in the Borough of Wandsworth. Admitted a solicitor, 1901.

ALFRED JESSE SUENSON-TAYLOR, Esq., O.B.E., F.C.I.I., for political and public services. Called to the Bar by the Middle Temple, 1920.

The Hon. WILLIAM GILBERT STEWART MCARTHUR, lately Judge of the Supreme Court, State of Victoria.

Mr. Justice JAMES ADDISON, Indian Civil Service, Puisne Judge of the High Court of Judicature at Lahore, Punjab.

Mr. Justice LEONARD WILFRED JAMES COSTELLO, Barrister-at-Law, Puisne Judge of the High Court of Judicature at Fort William, Calcutta, Bengal.

Mr. Justice STEPHEN JAMES MURPHY, Indian Civil Service, Puisne Judge of the High Court of Judicature at Bombay.

Mr. Justice CARLETON MOSS KING, C.I.E., Indian Civil Service, Chief Judge of the Chief Court of Oudh, United Provinces.

JOHN CHARLES WEIR, Esq., K.C., Member of the Public Service Commission, Government of India.

THOMAS FORREST GARVIN, Esq., lately Senior Puisne Judge, Ceylon.

ALASDAIR DUNCAN ATHOLL MACGREGOR, Esq., Chief Justice, Hong Kong.

ORDER OF THE BATH.

K.C.B.

CECIL FANE DE SALIS, Esq., C.B., D.L., Chairman, Territorial Army and Air Force Association of the County of Middlesex. Called to the Bar by the Inner Temple, 1881.

Sir EDWARD JOHN HARDING, K.C.M.G., C.B., Permanent Under-Secretary of State for Dominion Affairs. Called to the Bar by Lincoln's Inn, 1912.

ORDER OF THE STAR OF INDIA.

K.C.S.I.

Sir MAURICE LINFORD GWYER, K.C.B., K.C., First Parliamentary Counsel.

ORDER OF ST. MICHAEL AND ST. GEORGE.

G.C.M.G.

The Right Hon. JOHN GREIG LATHAM, C.M.G., K.C., lately Attorney-General and Minister for External Affairs, Commonwealth of Australia.

K.C.M.G.

HERBERT ERNEST FASS, Esq., C.B., O.B.E., Public Trustee, lately Financial Secretary to the Sudan Government. Called to the Bar by the Inner Temple, 1904.

The Hon. Sir JAMES WILLIAM BLAIR, Chief Justice and Lieutenant-Governor of the State of Queensland.

C.M.G.

WILLIAM STUART EDWARDS, Esq., K.C., Deputy Minister of Justice, Dominion of Canada.

The Hon. GEORGE HERBERT SEDGEWICK, K.C., Chairman, Tariff Board, Dominion of Canada.

THOMAS HOLLIS WALKER, Esq., K.C., Recorder of Derby. For services as Chairman of meetings of representatives of non-political Empire organisations in London. Called to the Bar by the Inner Temple, 1886.

ORDER OF THE INDIAN EMPIRE.

C.I.E.

Honorary Brigadier HUGH BOSWELL TUCKER, Indian Army (retired), late Judge Advocate-General in India.

ROYAL VICTORIAN ORDER.

G.C.V.O.

The Right Hon. JOHN COLIN CAMPBELL DAVIDSON, C.H., C.B., M.P. Called to the Bar by the Middle Temple, 1913.

K.C.V.O.

Sir ROBERT VAUGHAN GOWER, O.B.E., M.P. Admitted a solicitor, 1903.

C.V.O.

Lieutenant-Colonel NORMAN GIBB SCORGIE, C.B.E., M.V.O., Called to the Bar by the Inner Temple, 1918.

ORDER OF THE BRITISH EMPIRE.

G.B.E.

EDWARD WENTWORTH BEATTY, Esq., K.C., LL.D., Chancellor, McGill University, and President of the Boy Scouts' Association, Dominion of Canada.

C.B.E.

JOSEPH TURNER TAYLOR, Esq., Town Clerk of Harrogate. Admitted a solicitor, 1894.

HONORARY C.B.E.

MUSTAFA BEY EL KHALDI, Puisne Judge, Supreme Court, Palestine.

O.B.E.

ALFRED GEORGE BRAMMALL, Esq., lately Sheriff and Registrar of the Supreme Court, State of Tasmania.

JOHN EDWARD GOSLING, Esq., President of the Incorporated Law Institute, State of New South Wales.

GODFREY WOODFORD MANSEL BAKER, Esq., Principal Clerk, Principal Probate Registry.

Major JOHN FLETCHER TWEMLOW ROYDS, D.L., Chairman of the Crewe, Congleton and District War Pensions Committee. Called to the Bar by the Middle Temple, 1892.

JOHN ARTHUR SIMPSON, Esq., lately Clerk to the Woodford Urban District Council. Called to the Bar by the Middle Temple, 1904.

WYNN AP HOWEL THOMAS, Esq., Principal, Ministry of Agriculture and Fisheries. Called to the Bar by the Middle Temple, 1906.

REGINALD RAMSON WHITTY, Esq., Chief Administrative Officer, Public Trustee Office.

FREDERICK CHARLES ALLAWAY, Esq., First Class Clerk, Chancery Chambers, Supreme Court of Judicature and Registrar of the Patents Appeal Tribunal.

M.B.E.

STANLEY EDWARD JARVIS MILLS, Esq., Deputy Registrar of the High Court of Judicature at Allahabad, United Provinces.

FRANCIS ELVINO HORACE RODRIGUES, Esq., Assistant to the Solicitor to the Government of Bombay.

IMPERIAL SERVICE ORDER.

I.S.O.

WILLIAM HENRY SHARWOOD, Esq., Crown Solicitor, Commonwealth of Australia.

Honours and Appointments.

The Attorney-General has appointed Mr. MAXWELL TURNER, of 5, Paper-buildings, Temple, prosecuting counsel to the Post Office on the South-Eastern Circuit, in succession to Mr. E. Paul Bennett, V.C. Mr. Turner was called to the Bar by the Inner Temple in 1930.

The Colonial Office announces the following appointments and promotions in the Colonial Service :—

Mr. A. RIDEHALGH appointed Magistrate and Crown Attorney, St. Kitts-Nevis.

Mr. C. C. SANDFORD (Clerk of the Courts, St. Andrew) appointed Resident Magistrate, Jamaica.

Mr. S. RODRIGO (Crown Counsel) appointed Additional District Judge, Jaffna, Ceylon.

The Secretary of State for Scotland has appointed Mr. CHARLES DAVID PAGAN, W.S., to be Clerk of the Peace for the County of Fife in place of the late Mr. Robert Osborne Pagan.

Mr. WILLIAM MARSHALL FREEMAN has been elected a member of the Church Assembly for the Diocese of Rochester. Mr. Marshall Freeman, who was called to the Bar by the Middle Temple in 1904, is Recorder of Stamford.

Mr. R. RIGBY, of Norwich, has been appointed Assistant Solicitor of Isle of Ely County Council. Mr. Rigby was admitted a solicitor in 1931.

Mr. CYRIL F. THATCHER, LL.B., Assistant Solicitor of South Shields, has been appointed to a similar position at Plymouth. He served four of his five years' articles of clerkship with Mr. R. J. Fittall, Town Clerk of Plymouth, and was admitted a solicitor in 1934.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

The Middle Temple Golfing Society beat Gray's Inn Golfing Society by eight games to three, with one match halved, at the Berkshire Club last Saturday.

The next General Quarter Sessions of the Peace for the Borough of Walsall will be held at the Guildhall, Walsall, on Thursday, the 20th day of June, at 10 o'clock in the forenoon.

The Council of the Judges of the Supreme Court held under s. 210 of the Supreme Court of Judicature (Consolidation) Act, 1925, on Monday, 20th May, recommended that the Long Vacation for the year 1935 should be shortened so that the Michaelmas Sittings should commence on Monday, the 7th October. It is intended to lay before His Majesty in Council an Order giving effect to this recommendation.

The following announcement was issued from the Home Office on Friday, 31st May: —"The King has been pleased, on the recommendation of the Secretary of State for the Home Department, to confer upon the Chairman of the London County Council and his successors in office for the time being the right to the style 'The Right Honourable' prefixed to his official title of chairman of the London County Council."

High Court of Justice.

WHITSUN VACATION, 1935.

NOTICE.

There will be no sitting in Court during the Whitsun Vacation.

During the Whitsun Vacation all Applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice CROSSMAN.

The Honourable Mr. Justice CROSSMAN will act as Vacation Judge from Saturday, June 8th to Monday, June 17th, both inclusive. His Lordship will sit in King's Bench Judges' Chambers at half-past 10 on Thursday, June 13th.

On other days within the above period, Applications in urgent matters may be made to his Lordship, personally, or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 13th June, 1935.

	Div. Months.	Middle Price 5 June 1935.	Flat Interest Yield.			‡Approximate Yield with redemption		
ENGLISH GOVERNMENT SECURITIES			£	s.	d.	£	s.	d.
Consols 4% 1957 or after	FA	115¾	3	9	1	3	0	2
Consols 2½%	JAJO	86½xd	2	17	10		—	
War Loan 3½% 1952 or after	JD	105¾	3	6	2	3	1	3
Funding 4% Loan 1960-90	MN	117½	3	8	1	2	19	10
Funding 3% Loan 1959-69	AO	104¼	2	17	6	2	15	2
Victory 4% Loan Av. life 25 years	MS	115½	3	9	3	3	2	0
Conversion 5% Loan 1944-64	MN	122	4	2	0	2	1	6
Conversion 4½% Loan 1940-44	JJ	112xd	4	0	4	2	2	10
Conversion 3½% Loan 1961 or after	AO	108	3	4	10	3	0	11
Conversion 3% Loan 1948-53	MS	105¾	2	16	8	2	9	7
Conversion 2½% Loan 1944-49	AO	103	2	8	7	2	2	6
Local Loans 3% Stock 1912 or after	JAJO	95½xd	3	2	10		—	
Bank Stock	AO	365½	3	5	8		—	
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89½xd	3	1	5		—	
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96xd	3	2	6		—	
India 4½% 1950-55	MN	113	3	19	8		—	
India 3½% 1931 or after	JAJO	97xd	3	12	2		—	
India 3% 1948 or after	JAJO	86xd	3	9	9		—	
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3	15	0	3	7	3
Sudan 4% 1974 Red. in part after 1950	MN	114	3	10	2	2	16	9
Tanganyika 4% Guaranteed 1951-71	FA	115	3	9	7	2	16	5
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111xd	4	1	1	2	12	6
COLONIAL SECURITIES								
Australia (Commonw'th) 4% 1955-70	JJ	107xd	3	14	9	3	10	2
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	102	3	13	6	3	11	3
Canada 4% 1953-58	MS	112	3	11	5	3	2	4
*Natal 3% 1929-49	JJ	100xd	3	0	0	3	0	0
*New South Wales 3½% 1930-50	JJ	100xd	3	10	0	3	10	0
*New Zealand 3% 1945	AO	101	2	19	5	2	17	9
†Nigeria 4% 1963	AO	115	3	9	7	3	3	7
*Queensland 3½% 1950-70	JJ	100xd	3	10	0	3	10	0
South Africa 3½% 1953-73	JD	107	3	5	5	2	19	10
*Victoria 3½% 1929-49	AO	100	3	10	0	3	10	0
CORPORATION STOCKS								
Birmingham 3% 1947 or after	JJ	96xd	3	2	6		—	
*Croydon 3% 1940-60	AO	100	3	0	0	3	0	0
Essex County 3½% 1952-72	JD	106xd	3	6	0	3	1	3
Leeds 3% 1927 or after	JJ	96	3	2	6		—	
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107xd	3	5	5		—	
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	86	2	18	2		—	
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3	2	6		—	
Manchester 3% 1941 or after	FA	96	3	2	6		—	
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2	9	6		—	
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3	0	0	3	0	0
Do. do. 3% "B" 1934-2003	MS	99½	3	0	4	3	0	4
Do. do. 3% "E" 1953-73	JJ	103	2	18	3	2	15	8
Middlesex County Council 4% 1952-72	MN	114	3	10	2	2	18	10
† Do. do. 4½% 1950-70	MN	116	3	17	7	3	2	11
Nottingham 3% Irredeemable	MN	96	3	2	6		—	
Sheffield Corp. 3½% 1968	JJ	108	3	4	10	3	2	2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS								
Gt. Western Rly. 4% Debenture	JJ	115½	3	9	3		—	
Gt. Western Rly. 4½% Debenture	JJ	125½	3	11	9		—	
Gt. Western Rly. 5% Debenture	JJ	137½	3	12	9		—	
Gt. Western Rly. 5% Rent Charge	FA	135½	3	13	10		—	
Gt. Western Rly. 5% Cons. Guaranteed	MA	130½	3	16	8		—	
Gt. Western Rly. 5% Preference	MA	119	4	4	0		—	
Southern Rly. 4% Debenture	JJ	114½	3	9	10		—	
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3	11	1	3	5	11
Southern Rly. 5% Guaranteed	MA	130	3	16	11		—	
Southern Rly. 5% Preference	MA	119	4	4	0		—	

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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HENRY COOMBS & SMITH, F.A.I., Worcester. Tel. 35. Est. 1870.
ARTHUR G. GRIFFITHS, F.A.I., 14, Foregate St., Worcester. Est. 1897.
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PHILIP LEVENS & SON, F.A.I., 110, High St., Bromsgrove. Tel. 84.
NOCK & JOSELAND, F.A.I., Bank Buildings, Kidderminster. Tel. 53.
W. P. WOODWARD, A.A.I., Broad Street, Worcester. Tel. 101.
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Further particulars may be obtained of the Solicitor, T. H. Veasey, Esq., Baldock (Tel. 17), or of the Auctioneer: Offices, Baldock (Tel. 85), Buntingford (Tel. 123), and at Biggleswade, Beds (Tel. 160).

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LEONARD G. R. TURPIN, Secretary.

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